

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

A2Z COMPUTERS, INC.
325 Harris Drive
Aurora, OH 44202

Plaintiff

vs.

UNITED PARCEL SERVICE, INC.
c/o CT Corporation Systems
1300 East 9th Street
Cleveland, Ohio 44114

Defendant

CASE NO.

421752

JUDGE:

331 Bridget M. McCafferty

COMPLAINT

1. Plaintiff is an Ohio corporation which is located in Portage County and does business in Cuyahoga County, Ohio.
2. Defendant is a corporation which does business in Cuyahoga County, Ohio.
3. Plaintiff's business is the manufacturing of personal computers.
4. Defendant is a delivery company utilized by Plaintiff to deliver Plaintiff's products to customers in North America.
5. Defendant sells "insurance" to its customers, including Plaintiff, to compensate for loss or damage to goods in shipment.

COUNT 1

6. Plaintiff incorporates all prior allegations as if fully rewritten herein.
7. On or about September 9, 1999 Plaintiff delivered to Defendant computer equipment

and software for delivery to a customer named McDonald. The tracking number is 1z48620e0310430430.

8. Plaintiff purchased insurance and filed a claim under 14287828 for damage to system. Plaintiff received a letter from UPS denying the claim before it was inspected. After testing by plaintiff, all other components for the computer were working. After inspection, plaintiff realized that Windows software was not with the system. The claim was not adjusted to reflect missing software valued at \$99.00.

9. Plaintiff has complied with all requests of defendant but despite demand, defendant has refused to adjust the claim.

10. Plaintiff has damages in the amount of \$99.00.

COUNT 2

11. Plaintiff incorporates all prior allegations as if fully rewritten herein.

12. On or about January 11, 2000 Plaintiff shipped goods to a customer named Gardner, tracking number: 1z48620e0350021280.

13. Defendant was to pick package on "damage" call tag. However, defendant UPS picked it up on "salvage" call tag instead.

14. The package was insured for \$100.00.

15. Defendant requested (through UPS Security Agent Mike Novak) that plaintiff send a bill to him to pay balance since he could not locate the computer in the salvage goods.

16. Plaintiff filed a claim under CN 01701260 and complied with all requests.

17. The value of the goods is \$484.00.

18. Defendant has refused and failed to adjust the claim.

COUNT 3

19. Plaintiff incorporates all prior allegations as if fully rewritten herein.

20. On or about November 12, 1998 Defendant shipped goods to AIC Company valued at \$15,857.87.

21. Said customer did not accept the goods and the package was returned to plaintiff in damaged condition so as to be worthless.

22. Defendant refused to assign a claim number, however the tracking number is 1z48620e00310163407.

23. Defendant has failed to pay for or adjust the matter despite being paid for insurance.

24. Plaintiff is damaged in the amount of \$15,857.87.

COUNT 4

25. Plaintiff incorporates all prior allegations as if fully rewritten herein.

26. Plaintiff sold goods to a customer named Jellum and plaintiff paid for insurance.

27. Upon delivery, three computers were missing and the package which weighed 46 pounds at shipping weighed 10 pounds at delivery. It was reported that the package was unsealed. The tracking number is: 1z48620e0110047573.

28. Plaintiff has lost \$8,953.74 as and for the value of the goods.

COUNT 5

29. Plaintiff incorporates all prior allegations as if fully rewritten herein.

30. Plaintiff sold several orders to a customer named MacCampbell in Canada for a total amount of \$3,947.00 under the following invoice numbers and amounts:

Invoice No. 0090342	\$1,498.00
Invoice No. 0090424	\$1,204.00
Invoice No. 0090885	\$1,245.00

31. Said order was to be delivered to an address described by Plaintiff. Said address was the address approved by customer's credit card.

32. Defendant unilaterally changed the delivery address to a non-approved address and the product was lost when the credit card company would not approve the new address.

33. The tracking numbers are: 1z48620e0310367830; 1z48620e0310367821, 1z48620e0210060010; 1z48620e0210060029; and 1z48620e0110044361.

COUNT 6

34. Plaintiff incorporates all prior allegations as fully rewritten herein.

35. In each instance described Defendant has sold "insurance" to Plaintiff. In each instance Plaintiff has complied with all procedures of the Defendant and has attempted to negotiate with the Defendant. Despite Plaintiff's best efforts Defendant refuses to honor it's contract and provide payment for the goods.

36. Defendant has breached its contract with Plaintiff resulting in the described losses.

COUNT 7

37. Plaintiff incorporates all prior allegations as if fully rewritten herein.

38. Defendant has received monies from Plaintiff.

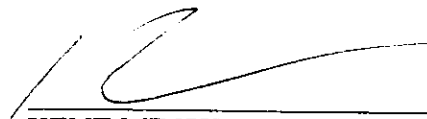
39. Defendant has failed to honor its procedures and comply with its obligations.

40. By virtue of charging monies for a service not received, defendant has committed fraud against Plaintiff.

COUNT 8

41. Plaintiff incorporates all prior allegations as if fully rewritten herein.
42. Defendant by virtue of its actions is an “insurer”.
43. Defendant’s failure to honor its commitments, to refuse to assign claim numbers and its failure to negotiate constitutes “bad faith”.
44. Plaintiff is entitled to punitive damages and attorney fees.

WHEREFORE, plaintiff demands judgment against Defendant in the amount of \$29,253.97 in compensatory damages, rebate of shipping charges, pre-judgment interest, punitive damages in the amount of \$250,000.00, plus attorneys fees and costs.



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